

# EXHIBIT A

## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA

**If you purchased any Pork product directly from a  
Pork producer for use or delivery in the United States from  
June 29, 2014, through June 30, 2018,  
a class action may affect your rights.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- The purpose of this notice is to inform you of your rights related to (i) the pendency of a class action lawsuit entitled *In re Pork Antitrust Litigation*, D. Minn. Case No. 0:18-cv-01776, pending in the United States District Court for the District of Minnesota (the "Court"); and (ii) a new settlement that has been reached on behalf of Direct Purchaser Plaintiffs (the "Settlement") with Defendant Seaboard Foods LLC ("Seaboard" or "Settling Defendant").
- On March 29, 2023, Judge John R. Tunheim issued an Order certifying a class of direct purchasers defined as: "All persons and entities who directly purchased one or more of the following types of pork, or products derived from the following types of pork, from Defendants, or their respective subsidiaries or affiliates, for use or delivery in the United States from June 29, 2014 through June 30, 2018: fresh or frozen loins, shoulders, ribs, bellies, bacon, or hams. For this lawsuit, pork excludes any product that is marketed as organic or as no antibiotics ever (NAE); any product that is fully cooked or breaded; any product other than bacon that is marinated, flavored, cured, or smoked; and ready-to-eat bacon." (the "Certified Class").
- Defendants have not admitted any liability and continue to deny the legal claims alleged in this lawsuit.
- The Settlement between the Direct Purchaser Plaintiffs and Seaboard is on behalf of the Certified Class, only applies to Seaboard, and does not dismiss claims against other Defendants in the case entitled *In re Pork Antitrust Litigation*, D. Minn. Case No. 0:18-cv-01776.
- The notice provides Class Members with an opportunity to opt out of the Settlement, the Certified Class defined above, or both. If you exclude yourself from both the Settlement and the Certified Class, you will not receive any of the Settlement benefits and cannot participate in any future settlements on behalf of the Certified Class and will not be bound by any future judgments. If you exclude yourself from only the Certified Class, but not the Settlement, you will receive the benefits of the Settlement, but cannot participate in any future settlements on behalf of the Certified Class and will not be bound by any future judgments. If you exclude yourself from only the Settlement, you will not receive any of the Settlement benefits and you will remain in the Certified Class and be bound by future settlements and judgments. **At this time, there is no claim form, plan of distribution, or Co-Lead Class Counsel fees or expenses to be addressed. The Certified Class does not affect the previous settlements reached in this litigation.**
- If approved by the Court, the Settlement will resolve a lawsuit over whether Seaboard combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and to allow Seaboard and other Pork producers to charge supra-competitive prices for Pork products during the Class Period, in violation of federal law. If approved, the Settlement will avoid litigation costs and risks to Direct Purchaser Plaintiffs and Seaboard and will release Seaboard from liability to members of the Certified Class.
- The Settlement requires Seaboard to pay \$9,750,000. In addition to this monetary payment, Seaboard has agreed to provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of the litigation.
- The Court has not decided whether Seaboard did anything wrong, and Seaboard denies any wrongdoing.
- Your legal rights are affected whether you act or don't act. Please read this notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>ASK TO BE EXCLUDED FROM THE SETTLEMENT, FROM THE CERTIFIED CLASS, OR BOTH</b>	You must submit a valid request for exclusion to remove yourself from the Settlement, the Certified Class, or both. Your legal rights and options are explained in No. 12 below. Requests for Exclusion must be postmarked or received by [REDACTED], 2023.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court about why you don't like the Settlement with Seaboard. Objections must be postmarked or received by [REDACTED], 2023.
<b>ATTEND THE FAIRNESS HEARING</b>	Ask to speak in Court about the fairness of the Settlement with Seaboard.
<b>DO NOTHING</b>	If you do nothing, you will remain a member of the Certified Class and you may participate in Seaboard Settlement and with any monetary distribution to qualified purchasers if there are other settlements or judgments. The Settlement will resolve your claims against Seaboard and you will give up your rights to sue or to continue suing Seaboard about the Released Claims (as defined in the Settlement Agreement). You will be bound by any future judgments or settlements with Non-Settling Defendants.

- Your options are explained in this notice. To ask to be excluded, you must act before [REDACTED], 2023.

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## BASIC INFORMATION

### 1. Why did I receive a notice?

The Court has directed notice to be sent to the Certified Class as this lawsuit may affect your rights. This notice provides you with the status of the litigation, including details about the proposed Settlement with Seaboard, and the opportunity to exclude yourself from the Settlement, the Certified Class, or both should you choose to do so.

Defendants, including Seaboard, produce Pork products. Defendants' records show that you may have purchased Pork products directly from one or more of the Defendants for use or delivery in the United States between June 29, 2014, and June 30, 2018. The Defendants are detailed in Section 2 below. The Court authorized this notice because you have a right to know about the Certified Class and the Settlement of certain claims against Seaboard in this class action lawsuit and about your options before the Court decides whether to approve the Settlement between Seaboard and Direct Purchaser Plaintiffs. If the Court approves the Settlement, then after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement unless you exclude yourself from the Settlement before the deadline to request exclusion. This notice explains the lawsuit, the Certified Class, the Settlement, and your legal rights.

You may have received notices and submitted claims with respect to prior settlements reached in this litigation. The prior notices and claims only relate to those settling Defendants. You are receiving this Notice because the Court has certified a Class regarding the Non-Settling Defendants (which included Seaboard at the time of certification) and a settlement has been reached with Seaboard. Your rights and options relating to the Certified Class are set forth in this notice.

### 2. What is this lawsuit about?

This class action is called *In re Pork Antitrust Litigation*, D. Minn. Case No. 0:18-cv-01776 and is pending in the United States District Court for the District of Minnesota. U.S. District Court Judge John R. Tunheim is in charge of this class action. Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Pork products, beginning at least as early as June 29, 2014, with the intent and expected result of increasing prices of Pork products in the United States, in violation of federal antitrust laws.

Direct Purchaser Plaintiffs previously reached a settlement with Defendants JBS USA Food Company Holdings ("JBS") and Smithfield Foods, Inc. ("Smithfield"). The Court granted final approval to the JBS settlement on July 27, 2021, and the Smithfield settlement on January 31, 2022. Direct Purchaser Plaintiffs have now reached a new proposed Settlement with Defendant Seaboard. Seaboard has denied all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Direct Purchaser Plaintiffs' claims if the case against it were to proceed.

The Direct Purchasers' case on behalf of the Certified Class is proceeding against all other Defendants besides JBS, Smithfield and Seaboard, known as the "Non-Settling Defendants". Those Non-Settling Defendants may be subject to

separate settlements or judgments. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Defendants.

The Non-Settling Defendants are Clemens Food Group, LLC, The Clemens Family Corporation, Hormel Foods Corporation, Triumph Foods, LLC, Tyson Foods, Inc., Tyson Prepared Foods, Inc., Tyson Fresh Meats, Inc., and Agri Stats, Inc.<sup>1</sup>

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people or businesses called class representatives sue on behalf of others who have similar claims, all of whom together are a “class.” Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Direct Purchaser Plaintiffs or Seaboard. Direct Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Seaboard believes the Direct Purchaser Plaintiffs would not have succeeded at a trial. But litigation involves risks to both sides, and therefore Direct Purchaser Plaintiffs and Seaboard have agreed to the Settlement. The Settlement requires Seaboard to pay money, as well as provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation. Direct Purchaser Plaintiffs and their attorneys believe the Settlement is in the best interests of all Class Members.

### 5. Am I part of the Certified Class?

The Certified Class is defined as:

**All persons and entities who directly purchased one or more of the following types of pork, or products derived from the following types of pork, from Defendants, or their respective subsidiaries or affiliates, for use or delivery in the United States from June 29, 2014, through June 30, 2018: fresh or frozen loins, shoulders, ribs, bellies, bacon, or hams. For this lawsuit, pork excludes any product that is marketed as organic or as no antibiotics ever (NAE); any product that is fully cooked or breaded; any product other than bacon that is marinated, flavored, cured, or smoked; and ready-to-eat bacon.**

If you are a member of the Certified Class and do not exclude yourself, you may be eligible to participate in any additional settlements which may arise with the Non-Settling Defendants.

### 6. Are there exceptions to being included?

Yes. Specifically excluded from the Certified Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. If you are in one of these categories, you are not a member of the Certified Class and not eligible to participate in the Settlement.

### 7. What do I do if I already filed a claim or received a payment in this litigation?

Any claims filed or payments received related to prior settlements reached in this litigation are unaffected by the Court’s Order regarding the Certified Class or the Settlement with Seaboard.

### 8. What does the Settlement with Seaboard provide?

<sup>1</sup> The Court dismissed Indiana Packers Corporation from this lawsuit with prejudice, but if you purchased Pork directly from Indiana Packers between June 29, 2014, and June 30, 2018, you are a member of the Certified Class.

If the Settlement is approved, Seaboard will pay \$9,750,000 to resolve all Class Members' claims against Seaboard for the Released Claims (as defined in the Settlement Agreement). In addition to this monetary benefit, Seaboard has also agreed to provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of the litigation.

## **9. What are the Settlement benefits being used for?**

A portion of the Settlement proceeds are being used for the administration of the notice of the Settlement to potential members of the Certified Class by the Settlement Administrator. The remainder of the Settlement proceeds will remain available for any future notice, distribution to members of the Certified Class, or attorneys' fees, litigation expenses, and incentive awards to Direct Purchaser Plaintiffs and their counsel. At this time, Direct Purchaser Plaintiffs and their counsel are not seeking any attorneys' fees, non-administration expenses, or incentive awards to be paid from the Settlement proceeds. However, they will do so in the future, subject to additional notice to you and approval by the Court.

Co-Lead Class Counsel do not intend to distribute any net proceeds from the Settlement to qualifying members of the Certified Class at this time, but will do so in the future. You will be provided further notice of any such distribution.

## **10. What am I giving up by staying in both the Settlement and the Certified Class?**

Unless you exclude yourself by following the directions in No. 12 below, you will remain in the Settlement and the Certified Class. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Seaboard or the Non-Settling Defendants and their affiliates that pertains to the claims in this case.

If you remain in the Settlement, you will be releasing the "Seaboard Released Parties" from "Released Claims" as those terms are used in the Settlement Agreement. The Settlement Agreement releases certain persons and entities related to Seaboard in addition to Seaboard itself, and the release is not limited to (i) purchases of the particular pork products identified in the class definition or (ii) purchases that occurred during the class period.

With regard to the Certified Class, staying in the Certified Class also means that should additional settlements be reached, or a judgment be issued by the Court, regardless of whether it is in favor of the Plaintiffs or the Non-Settling Defendants, the Court's orders will apply to you and legally bind you.

## **11. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement and the Certified Class. In the event of future settlements or judgments, you will be notified and have the opportunity to participate.

## **EXCLUDING YOURSELF FROM THE CERTIFIED CLASS, THE SETTLEMENT, OR BOTH**

## **12. How do I exclude myself from the Certified Class, the Settlement with Seaboard, or both?**

- As noted in No. 11, you do not need to take any action to both remain a member of the Certified Class and participate in the Settlement with Seaboard. As a Certified Class Member, you will also be able to participate in any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case.
- If you do not wish to remain a member of the Certified Class, and do not want to be legally bound by or participate in the Seaboard Settlement, you must exclude yourself from both the Seaboard Settlement and the Certified Class by [REDACTED], 2023.
- If you do not wish to remain a member of the Certified Class, but wish to participate in the Seaboard Settlement, you must exclude yourself from the Certified Class by [REDACTED], 2023.
- If you do not want to be legally bound by or participate in the Seaboard Settlement, but wish to participate in the Certified Class, you must exclude yourself from the Seaboard settlement by [REDACTED], 2023. If you choose this option, you would not be eligible to receive any proceeds from the settlement with Seaboard, and the Certified Class would not be pursuing claims against Seaboard because the Certified Class is releasing those claims pursuant to the Settlement.

In any request to exclude yourself from either the Settlement, the Certified Class, or both, you must submit a written request to the Notice Administrator stating your intent to exclude yourself (an "Exclusion Request"). Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Pork products, Questions? Call the Settlement Administrator toll-free at 1-866-797-0864 or visit [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com). 5 of 8



and address; (b) a statement that, in *In re Pork Antitrust Litigation*, you want to be excluded from (i) the Settlement, (ii) the Certified Class, or (iii) both, ; and (c) your signature.

If you intend to exclude any of your subsidiaries, affiliates, divisions, related or controlled entities, entities under common control, predecessors in interest, or any other related entity, such entities must be expressly identified by name and address in your request. Additionally, if you intend to exclude claims that were assigned to you from another potential Certified Class Member, you must include the assignor's name; whether the assignor fully or partially assigned their Pork claims; the annual value of Pork purchases assigned, identified by Defendant or Co-Conspirator from whom the purchases were made; and a copy of the executed assignment agreement or a statement outlining the assignment signed by both the assignor and assignee.

You must mail or email your Exclusion Request, postmarked or received by [REDACTED], 2023, to: Pork Antitrust Litigation, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217; or [info@PorkAntitrustLitigation.com](mailto:info@PorkAntitrustLitigation.com).

### **13. If I don't exclude myself, can I sue Non-Settling Defendants or Seaboard for the same thing later?**

No. Unless you exclude yourself as indicated in No. 12 above, you give up the right to sue the Non-Settling Defendants or Seaboard (depending on which you choose) for claims set forth in the litigation and the Settlement Agreement with Seaboard. If you do not exclude yourself from the Certified Class, you will be bound by any judgment or future settlement with the Non-Settling Defendants and may not have another opportunity to exclude yourself. If you have a pending lawsuit against one or more of the Non-Settling Defendants or Seaboard, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from this Class or the Settlement to continue your lawsuit.

## **OBJECTING TO THE SETTLEMENT**

### **14. How do I tell the Court that I don't like the Settlement with Seaboard?**

If you have not excluded yourself from the Settlement with Seaboard, you can object to the Settlement if you don't like part or all of it. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement with Seaboard in *In re Pork Antitrust Litigation* and the reasons why you object to the Settlement. Be sure to include your full name, the name of your business which purchased Pork, current mailing address, and email address. Your objection must be signed. You may include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or the judge. Instead, mail the objection to the Notice Administrator, Co-Lead Class Counsel, and counsel for Seaboard at the addresses listed below. Your objection must be postmarked no later than [REDACTED], 2023.

#### **Settlement Administrator:**

Pork Antitrust Litigation  
ATTN: OBJECTIONS  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

#### **Direct Purchaser Plaintiffs' Co-Lead Class Counsel:**

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**15. What is the difference between excluding myself and objecting?**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement, the Certified Class, or both. If you exclude yourself from the Settlement, you have no standing to object because the Settlement no longer affects you.

**THE LAWYERS REPRESENTING YOU****16. Do I have a lawyer in this case?**

The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as Co-Lead Class Counsel for the Certified Class. Their contact information is provided above in question 14.

If you wish to remain a member of the Settlement, the Certified Class, or both, you do not need to hire your own lawyer because Co-Lead Class Counsel is working on your behalf.

If you wish to pursue or continue your own case separate from this one, or if you exclude yourself from the Settlement or the Certified Class, these lawyers will no longer represent you as to the Settlement or the Certified Class (depending on which you choose). In that event, you would need to hire your own lawyer if you wish to pursue or continue your own lawsuit against Non-Settling Defendants or Seaboard.

**17. How will the lawyers be paid?**

Co-Lead Class Counsel are not asking the Court to award any attorneys' fees or reimburse litigation expenses from the Settlement with Seaboard at this time. In the future, Co-Lead Class Counsel will ask the Court to award attorneys' fees and reimbursement of reasonable and necessary litigation expenses from the Settlement or any other settlement or recovery in this litigation. At such time, and prior to any Court approval, members of the Certified Class will be provided with notice of the amount of fees or expenses sought by Co-Lead Class Counsel and the opportunity to be heard by the Court. You will not have to pay any fees or costs out-of-pocket.

**THE COURT'S FAIRNESS HEARING****18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on [REDACTED], 2023, at [REDACTED], at the United States District Court for the District of Minnesota, Courtroom 15, 300 South Fourth Street, Minneapolis, MN 55415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the litigation website regarding any changes to the hearing date or conduct of the Fairness Hearing.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to [attend in person come (or attend via telephone or video conference, if the Court holds a telephone or video hearing)] at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**20. May I speak at the hearing?**

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Pork Antitrust Litigation*." Be sure to include your name, including the name of your business which purchased Pork, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [REDACTED], 2023, and it must be sent to the Clerk of the Court, Co-Lead Class Counsel, and Questions? Call the Settlement Administrator toll-free at 1-866-797-0864 or visit [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com). 7 of 8



counsel for Seaboard. The address for the Clerk of the Court is: 300 South Fourth Street, Courtroom 15, Minneapolis, MN 55415. The addresses for Class Counsel and counsel for Seaboard are provided in Question 14. You cannot ask to speak at the hearing if you excluded yourself from the Settlement.

### **GETTING MORE INFORMATION**

#### **21. How do I get more information about the Settlement?**

This notice summarizes the Certified Class and the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the litigation by visiting [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com). You may contact the Notice Administrator at [info@PorkAntitrustLitigation.com](mailto:info@PorkAntitrustLitigation.com) or toll-free at 1-866-797-0864. You may also contact Co-Lead Class Counsel at the addresses, phone numbers, and email addresses provided in Question 14.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**